

339-43
MPA AGW

IN THE DISTRICT COURT IN AND FOR TULSA COUNTY
STATE OF OKLAHOMA

(1) JOHNNIE DAYL KING,
Individually,

v.

(2) THE TRAVELERS HOME AND
MARINE INSURANCE COMPANY,
a foreign for profit insurance company,

Plaintiff,)
Caroline Wall
Case No.
Defendant.)

DISTRICT COURT
F I L E D

JUL 22 2015

SALLY HOWE SMITH, COURT CLERK
STATE OF OKLA. TULSA COUNTY

CJ-2015-02719

PETITION

COMES NOW the Plaintiff, Johnnie Dayl King, by and through her counsel of record, Michael P. Atkinson and Andrew G. Wakeman, of the law firm of Atkinson, Haskins, Nellis, Brittingham, Gladd & Fiasco, of Tulsa, Oklahoma, and for her Petition against the Defendant, states and avers as follows:

I.

Plaintiff herein is a resident of Tulsa County, State of Oklahoma.

II.

Defendant The Travelers Home and Marine Insurance Company ("Travelers") is an insurance company organized under the laws of another state, with its principle place of business located in a state other than Oklahoma. Defendant Travelers is licensed to sell insurance in the State of Oklahoma, and Defendant Travelers does conduct business in Tulsa County, State of Oklahoma.

III.

The events giving rise to this action occurred within the confines of Tulsa County, State of Oklahoma.

Ex.

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IV.

The amount in controversy in this matter exceeds \$75,000.00, exclusive of interest and costs.

V.

This Court has both subject matter jurisdiction and personal jurisdiction over this action.

VI.

Venue is appropriate because the occurrence and matter in controversy giving rise to Plaintiff's damages occurred in Tulsa County, Oklahoma.

VII.

At all relevant times, Plaintiff maintained a policy of insurance with Defendant Travelers [Policy No. 982085774 101 1] which contained, among other coverages, \$100,000.00 each person in uninsured/underinsured motorist coverage.

VIII.

On or about July 31, 2013, Plaintiff was involved in a motor vehicle accident caused by a third party. The third party fled the scene and was never identified. The vehicle driven by the third party was stolen and the owner of the vehicle did not maintain liability coverage at the time of accident. There is no other insurance coverage for this accident.

IX.

On May 20, 2015, Plaintiff made demand upon Defendant Travelers to pay Plaintiff's policy limits in the amount of \$100,000.00 for uninsured/underinsured motorist benefits. Defendant Travelers has failed and refused to pay the demanded benefits and failed to comply with Oklahoma law.

X.

Plaintiff alleges that Defendant Travelers's conduct is a breach of the contract of insurance.

XI.

Plaintiff further alleges that Defendant Travelers's conduct has been in violation of its duty to act in good faith, or alternatively, has been an act of bad faith.

XII.

Plaintiff alleges she has suffered all damages compensable under the law due to Defendant Travelers's breach of contract and failure to act in good faith and/or acts of bad faith.

XIII.

Plaintiff further alleges that the failure to act in good faith and/or acts of bad faith of Defendant Travelers have been willful, wanton, and in gross violation of its obligations as an insurer, and that Defendant Travelers should be punished by an award of punitive damages to deter this Defendant, and other similarly situated insurance companies, from similar conduct in the future.

WHEREFORE, premises considered, Plaintiff, Johnnie Dayl King, prays that she have and receive judgment against Defendant Travelers Insurance Company, for actual damages in a sum in excess of \$75,000.00, punitive damages in a sum in excess of \$75,000.00, her costs, attorneys' fees, and such other and further relief as the Court and jury deem to be just, equitable, and fair.

Respectfully submitted,

ATKINSON, HASKINS, NELLIS,
BRITTINGHAM, GLADD & FIASCO



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**JURY TRIAL DEMANDED
ATTORNEYS' LIEN CLAIMED**
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